

AGR/Crouse-Eas

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EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "Agreement") is made and entered into this 23rd day of July, 1986, by and between ICI AMERICAS, INC., a Delaware corporation ("Owner") and CROUSE RECOVERY OF DELAWARE, INC., a ~~Delaware corporation~~ ("Grantee").

DOCUMENTARY  
SURCHARGE  
PAID \$3.00

W I T N E S S E T H:

WHEREAS, Owner and Grantee's parent, The Crouse Group ("Crouse"), entered into a Steam Service Agreement on January 3, 1984, attached hereto as Exhibit A, under which Owner has agreed to purchase steam from Crouse for use in its Atlas Point manufacturing facility located at Cherry Lane, New Castle, Delaware (the "Property");

WHEREAS, in order to perform under that Steam Service Agreement, Crouse must construct and maintain all facilities necessary to the production and delivery of steam to a Point of Delivery (as defined in the Steam Service Agreement) on the Property; and

WHEREAS, Crouse wishes to construct such facilities through Grantee, its wholly owned subsidiary, and Owner wishes Grantee to do same;

NOW, THEREFORE, for and in consideration of the sum of Ten and 00/100 DOLLARS (\$10.00) in hand paid by Grantee to Owner at and with the execution and delivery of this Agreement, and for other good and valuable consideration, the

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receipt, adequacy and sufficiency of which being hereby acknowledged, Owner and Grantee do hereby covenant and agree as follows:

1. Subject to the terms and conditions of this Agreement, Owner hereby grants to Grantee for a period coincident to the term of the Steam Service Agreement (as determined in accordance with Article II of the Steam Service Agreement) the following rights, privileges and easements (herein, collectively, the "Easements") in, to, over, under and upon certain land (the "Easement Land"), being a part of the Property and being more fully identified in Exhibit B, attached hereto and incorporated herein by reference:

(a) A right and easement, on, over, upon and under the Easement Land to (i) lay above and/or below ground level, construct, install, maintain, operate, replace, protect, repair, and remove one nominal fourteen-inch diameter pipeline, as identified in Exhibit B, for the transportation of steam, with all incidental insulation, pressure taps, test thermowells, attachments, valves, controls, meters, facilities and equipment and (ii) read the pipeline meters, perform calibration tests thereon, and restore such meters as necessary to an accurate condition, (collectively "the Work"); and

(b) A right and easement to enter (by vehicular or pedestrian means) upon the Easement Land from public rights-of-way or otherwise, for purposes of facilitating the Work.

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2. These Easements are granted to Grantee, subject to other pre-existing easements, including utility easements, on the Easement Land and Property.

3. Owner grants these Easements with no expectation of receiving any annual or other periodic fee payments from Grantee. Grantee shall not be obligated to make any such payments.

4. In the performance of any Work hereunder the following conditions shall apply:

(a) In the event said pipeline is to be constructed above ground, it will be constructed on pipe supports and maintained in accordance with specifications approved by Owner;

(b) At any point where there now or hereafter exists a road, and the pipeline is to be constructed on, over or under such road, Grantee will maintain a road crossing so that traffic on said road will not be interrupted and will properly encase said pipeline so that the same will not be damaged by or cause damage to traffic on said road. Grantee will not permit or cause any such road to be obstructed by equipment used in the Work and will provide adequate protection at night in the form of signal flares or other suitable warning devices at all open excavations and parked equipment which are near roads or traveled areas. Grantee will limit the number of vehicles used in such Work to the minimum required to adequately perform the same;

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(c) Grantee shall at all times exercise its best efforts to use its Easements and perform any work in a manner so as not to interfere with Owner's use and enjoyment of the Property;

(d) Grantee shall at all times perform any Work on the Easement Land in accordance with Owner's "SAFETY RULES FOR CONTRACTORS ENTERING INTO CONTRACTS WITH ICI AMERICAS INC. ATLAS POINT SITE, NEW CASTLE, DELAWARE," a copy of which is attached as Exhibit C.

(e) Promptly after any Work has been completed hereunder, Grantee will restore the Work areas, as nearly as is practicable, to the condition in which they existed prior to the commencement of such Work, including but not limited to, repairing, bracing, and taking the slack out of any fences cut by Grantee, replacing signs, removing scrap and the like. Grantee will fill adequately all excavations, and to the extent of refilling, if required, after settling of earth has occurred;

(f) Grantee will not permit equipment or vehicles to traverse any of Owner's roads without prior notification to Owner's plant manager or representative;

(g) Grantee further agrees that if said pipeline is below ground, it will mark and accurately define the point at which the pipeline enters the Property of Owner by installing and maintaining a pipeline marker of the standard size and design employed generally by Grantee for such purpose;

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(h) Grantee shall be responsible for obtaining and paying for all permits required by governmental regulations; and

(i) Any restrictions on ingress and egress to the Property and Easement Land shall not be made without two weeks' prior notice in writing to the Owner.

5. In the event the location of said Easements interferes with the construction, use or maintenance of any building, pond or other improvement or structure which may be constructed or placed upon the Property or in the event Owner determines in its absolute discretion that the location of said Easements is undesirable, then in that event Grantee agrees to remove such pipeline to another location designated by Owner on its said Property. The cost of such relocation is to be borne by Owner. After Grantee has removed and relocated such pipeline, Owner agrees to amend this grant insofar as may be necessary to properly describe the route of such pipeline as relocated.

6. Owner reserves the right to grant easements to others for the purpose of laying pipelines or utility lines along, on and across the Easement Land and to build roadways and other facilities necessary or convenient to Owner's operations along and across the same all in the absolute discretion of Owner; provided, however, that the granting of such easements to others will not materially increase the cost of operations of the Grantee and that if the pipeline to be

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constructed hereunder is required to be lowered and/or cased as the result of any other easement hereinafter granted by Owner to any third party, then the expense of such lowering and/or casing shall be borne by Owner, with Owner retaining the right to recover such expenses from such third party.

7. Prior to any major maintenance or repair work (except emergency repairs necessary to protect life or property) concerning the removal and relocation of said pipeline or to the final removal thereof upon the termination of this Agreement, Grantee will notify Owner in writing describing generally the Work to be done and approximate commencement and completion dates thereof.

8. The period of the Easements is as defined in paragraph 1 hereof and shall in no way effectuate a conveyance of any permanent right or interest in any part the Property by Owner to Grantee.

9. Subject to the limitation on liability contained in Section 9.9 of the Steam Service Agreement, Grantee agrees, without regard to negligence or fault, to pay any and all damages of every kind and nature suffered by Owner, its successors and assigns, caused by or arising in whole or in part out of the construction, operation, maintenance, repair, removal, use or existence of said pipeline or out of the enjoyment or exercise of these Easements or any right granted hereunder, save and except such damages as may be caused by the willful acts or sole negligence of Owner and Grantee

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further agrees without regard to negligence or fault, to reimburse and indemnify Owner for and hold Owner harmless from any and all claims, causes of action, liability, loss, damage or expense of every kind and nature, including but not limited to, attorneys' fees and costs, which may in whole or in part be caused by or arise out of the construction, operation, maintenance, repair, removal, use or existence of said pipeline or out of the enjoyment or exercise of these Easements or any right granted herein, save and except such damages as may be caused by the willful acts or sole negligence of Owner. Grantee hereby releases Owner, its successors and assigns, from any and all damages to the above described pipeline arising from Owner's operations of its business unless such damages are caused by the willful act or gross negligence of Owner. Any controversy or claim arising under this Agreement shall be subject to arbitration in accordance with Section 9.10 of the Steam Service Agreement.

10. Owner reserves to itself the use and enjoyment of the Easement Land and its Property for all legal purposes not inconsistent with and which do not materially adversely interfere with, impede or diminish the rights and privileges of Grantee created and existing under and by virtue of the Easements.

11. Grantee agrees that during the performance of the Work, the following insurance coverage will be maintained by Grantee and any of its contractors or agents in any way using the Easements or the Easement Land:

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(a) Comprehensive general liability and automobile liability coverage with limits of not less than \$1,000,000 each occurrence for bodily injury nor less than \$250,000 each occurrence for property damage. Said insurance shall include contractor's contingent liability, products-completed operations coverage, and contractual liability coverage for all obligations assumed under this Agreement. Said insurance shall not exclude claims caused by or arising out of explosion, collapse, or underground hazards; and

(b) Workmen's compensation as required by all applicable laws and employer's liability coverage with a limit of not less than \$500,000. Duplicate certificates of the required insurance coverage, showing Owner as an additional insured party, shall be submitted to Owner before commencement of Work hereunder and said certificates shall bear a certification that the coverage specified therein will not be amended, altered, modified or cancelled without at least ten (10) days' prior written notice to Manager of Insurance, ICI Americas Inc., Wilmington, Delaware 19897.

12. Wherever the term Grantee is used herein, the same shall mean and include Grantee and its contractors, agents or subcontractors and their respective successors and assigns.

13. Notwithstanding the above, these Easements cannot be assigned in whole or in part except to a corporation which is a parent of, subsidiary to or affiliated with Grantee

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without the prior consent of Owner first obtained in writing to such assignment and any such assignment so attempted without such prior consent shall be null, void and of no force and effect. In the event these Easements are assigned by Grantee, whether to a parent, subsidiary or affiliated company or pursuant to Owner's written consent, the assignee thereof will assume as a condition of such assignment all obligations of Grantee under these Easements. Nothing herein, however, shall prevent or limit Owner from selling, closing or otherwise disposing of the Property.

14. It is the express intention of Owner and Grantee that there shall be no merger of Grantee's rights in and to the Easements with the fee simple estate and title to the Easement Land or the Property in the event Grantee should, subsequent to the date hereof, acquire title to the Easement Land or the Property or any portion thereof, or by reason of the fact that the same person or entity may own or hold the Easements and the fee simple title thereto.

15. Any notice to be given hereunder shall be given by mailing the same by United States registered or certified mail, postage prepaid, to the address hereinbelow shown of the party being notified as follows:

If to OWNER:

ICI Americas Inc.  
Concord Pike and New Murphy Road  
Wilmington, DE 19897  
Attn: \_\_\_\_\_

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With a copy to:      Site Manager  
ICI Americas Inc.  
P.O.. Box 231  
Cherry Lane New Castle, DE 19720

If to GRANTEE:      Crouse Recovery of Delaware, Inc.  
Upper Lewis Road  
Linfield, PA 19468  
Attn: \_\_\_\_\_

The address hereinabove provided for either party may be changed from time to time in the manner above directed to be the then effective address of the party to whom such notice is to be given.

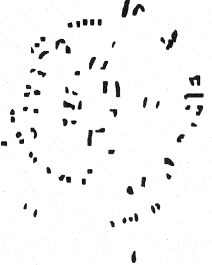
16. This Agreement will automatically terminate simultaneously with the termination of the Steam Service Agreement. Owner shall have no right to terminate this Agreement beyond those provided under the Steam Service Agreement.

17. At such time as this Agreement is terminated, Grantee agrees that it will promptly remove from the Property all personal property placed thereon by Grantee, restoring the surface to reasonably the same condition as that in which it existed prior to the construction of Grantee's pipeline. In the event Grantee fails to remove same within ninety (90) days after receipt of written notice by Owner following the termination of these Easements, then said pipeline may be removed by Owner for the account of and at the cost of Grantee, and any such expense so incurred by Owner in the removal thereof shall be paid to Owner promptly by Grantee upon notice and billing therefor.

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IN WITNESS WHEREOF, Owner and Grantee have caused  
this instrument to be duly executed, the day and year first  
above written.

[CORPORATE SEAL]



ICI AMERICAS INC.,  
("Owner")

By: *Donald R. [Signature]*Title: Director of Production

[CORPORATE SEAL]

CROUSE RECOVERY OF DELAWARE, INC.  
("Grantee")

By: *[Signature]*Title: PRESIDENT

Ex. C

**SAFETY RULES FOR CONTRACTORS  
ENTERING INTO CONTRACTS WITH ICI AMERICAS INC. 0159 167  
ATLAS POINT SITE, NEW CASTLE, DELAWARE**

ICI Americas Inc. has expended much effort and money in a detailed program for the welfare of our employees and the elimination of industrial hazards and accidents. We must insist that all contractors recognize this attitude. Thus, the contractor is responsible for having his employees and sub-contractors abide by these rules and is responsible for the exercising of good judgment to avoid accidents and fire hazards in situations not covered by these rules. It is also the contractors' responsibility to abide by all local, country, state and national codes relevant to work being performed.

The term "Plant Contact" refers to the person in the Plant Engineering Dept. that is your contact while on the plant. He will either be located on the 2nd Floor of Bldg. #88 in the Northeast corner offices or in the Maintenance Dept. offices of Bldg. #101.

### GENERAL RULES

- 1 Hard hats and safety glasses, FURNISHED BY THE CONTRACTOR, will be worn at all times. Safety glasses to conform to ANSI Z-87-1
- 2 All extension ladders must be equipped with safety feet and a rope for tie-off at the top. SCAFFOLDING MUST CONFORM TO OSHA STANDARDS. METAL LADDERS ARE PROHIBITED ON THIS PLANT.
- 3 All electrical equipment to be grounded in accordance with the National Electric Code
- 4 All flammable liquids to be stored and dispensed from approved safety containers
- 5 Smoking is permitted only in approved smoking areas. Check with Plant Contact for the one in your job area
- 6 The transportation or use of intoxicants inside the plant fence is prohibited

- 7 All employees must be instructed in case of fire or serious spill of flammable materials to dial 4810 on plant phone and report location to the Powerhouse Fireman
- 8 Plant fire equipment, such as hose reels and hydrants may not be used for other than fires, except by permission obtained by the Plant Contact
- 9 Do not use equipment or machines belonging to ICI Americas Inc. without permission obtained through the Atlas Point Engineering Area. This permission will be obtained by the Plant Contact
- 10 Plant Cafeteria, Maintenance Shops and Change House are out of bounds for all contractors' personnel during the entire day.
- 11 All working areas must be kept orderly and free from hazards, and must be left clean and orderly at the end of each working day by the contractor
- 12 The speed limit in the Plant is 15 miles per hour.
- 13 No firearms permitted on the plant.

### JOB RULES

- 1 Before entering tanks or vessels, a tank entry permit must be obtained from Area Equipment Foreman
- 2 Safety work permits must be completed, including approval by the Equipment Foreman, for welding, burning or open flame work
- 3 Fire extinguishers and fire watch must be provided by the contractor for standby at the site of welding, burning and open flame work
- 4 When the fire alarm sounds, (plant whistle) all welding or open flame work should be stopped immediately. Personnel should remain in their work area unless the fire makes the area hazardous or they are requested to leave

- 5 Safety equipment required for contractor's use shall be furnished by the contractor. This includes necessary barricades and flashers as directed by the Plant Contact
- 6 Areas in which contractor's employees are working must be posted and roped off as may be necessary to protect other Personnel in the Plant. Ropes and postings should be removed as soon as they are no longer needed
- 7 Any unsafe condition must be reported to the Plant Contact, Equipment Foreman or the Safety Supervisor, (Ext 4542)
- 8 All private vehicles must be parked in the contractors' parking lot outside of the main Plant gate. Only one vehicle per contractor, to transport man to and from the job site, is allowed on the Plant

### FIRE REPORTING PROCEDURE

#### ANY PERSON DISCOVERING A FIRE SHOULD:

- A Call the powerhouse EXT 4810 immediately and give the powerhouse fireman the exact location of the fire
- B The powerhouse fireman will call the fire department and blow fire whistle signals indicating the location of the fire by short blasts of 5 seconds duration as follows:

AREA	FIRE SIGNAL
V F PLANT	1 SHORT
CAT II LABORATORY POWERHOUSE, SHOPS, WASTE DISPOSAL	2 SHORT
PA SMALL ORDERS CENTRAL WAREHOUSE, STOREROOM CHANGE HOUSE	3 SHORT
DERIVATIVE PERSONNEL BUILDINGS #1 WAREHOUSE	4 SHORT
FIELD FIRES	1 LONG PLUS AREA

Fire signals will be repeated 3 times with an 8 second pause between signals

#### RESPONSE TO ALARM

Area fire leaders will immediately report to the fire alarm on the area of responsibility and act as directed by the plant fire chief. Immediately report to the plant fire chief. All other employees will stay clear of the fire area.

  
M. G. HERMES  
ENGINEERING MANAGER

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STATE OF DELAWARE )  
 ) SS  
 NEW CASTLE COUNTY )

BE IT REMEMBERED, that on this 23rd day of July, 1986, personally came before me, a Notary Public for the State of Delaware, G. Donald Kotrady, Director of Production of ICI AMERICAS INC., a corporation existing under the laws of the State of Delaware, party to this Indenture, known to me personally to be such, and acknowledged this Indenture to be his act and deed and the act and deed of said corporation, that the signature of the Director of Production thereto is in his own proper handwriting and the seal affixed is the common and corporate seal of said corporation, and that his act of sealing, executing, acknowledging and delivering said Indenture was duly authorized by a resolution of the Board of Directors of said corporation.

GIVEN under my hand and Seal of office, the day and year aforesaid.

*10/11*  
 Notary Public

STATE OF DELAWARE )  
 ) SS  
 NEW CASTLE COUNTY )

BE IT REMEMBERED, that on this 23<sup>rd</sup> day of July, 1986, personally came before me, a Notary Public for the State of Delaware, FRANK CAMPBELL, President of CROUSE RECOVERY OF DELAWARE, INC., a corporation existing under the laws of the State of Delaware, party to this Indenture, known to me personally to be such, and acknowledged this Indenture to be his act and deed and the act and deed of said corporation, that the signature of the President thereto is in his own proper handwriting and the seal affixed is the common and corporate seal of said corporation, and that his act of sealing, executing, acknowledging and delivering said Indenture was duly authorized by a resolution of the Board of Directors of said corporation.

GIVEN under my hand and Seal of office, the day and year aforesaid.

*Donald Kotrady*  
 Notary Public  
 Attorney at Law

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